

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

MELODY DAVIS
28 Wallace Drive
Delmar, NY 12054

v.

LIBERTY INSURANCE CORPORATION
175 Berkeley Street
Boston, MA 02117

:
:
:
:
:
:
:
:
:
:

NO. 2:15-CV-00922 WY

AMENDED COMPLAINT

1. Plaintiff, MELODY DAVIS is an adult individual residing at the address as set forth above.

2. Defendant, LIBERTY INSURANCE CORPORATION is a corporation duly organized and existing which is licensed to issue policies of insurance in the Commonwealth of Pennsylvania and maintains its principal place of business at the address set forth above. Defendant regularly conducts business in the City and County of Philadelphia.

3. At all times material hereto, Defendant was acting by and through its duly authorized agents, servants, workmen or employees who were acting within the course and scope of their employment and on the business of said employers.

4. Defendant in its regular course of business, issued to Plaintiff a policy of insurance, policy number H3728866259070, covering Plaintiff's premises located at 2216 Logan Street, Camp Hill, PA 17011. Plaintiff is not in possession of the entire policy and it is alleged that said policy is in the possession of Defendant.

5. On or about May 4, 2014, while said policy of insurance was in full force and effect, Plaintiff suffered a sudden and accidental direct physical loss to the insured

premises resulting in damage to the insured premises in those areas and to the extent set forth in the estimate of Summit Public Adjusters, Inc. (hereinafter "Summit") a true and correct copy of which is attached hereto, made part hereof, and marked Exhibit "A". Plaintiff also sustained loss of rental income in the amount of \$1,650 per month for a period of approximately five (5) months.

6. Notice of Plaintiff's covered loss was given to Defendant in a prompt and timely manner and Plaintiff has done and otherwise performed all things required of Plaintiff under the policy of insurance issued by Defendant, including cooperating with Liberty's investigation; mitigating damages where reasonable, required and/or possible; providing Defendant with all available information and complying with all conditions precedent.

7. Defendant, despite demand for benefits under its policy of insurance has failed and refused to pay to Plaintiff the benefits due and owing under said policy of insurance.

8. As a direct result of Defendant's failure and refusal to pay benefits to Plaintiff as required under the aforementioned policy of insurance, as well as the mishandling of Plaintiff's claim, Plaintiff has suffered loss and damage in an amount not in excess of \$50,000.00.

9. Defendant has breached its contractual obligations to pay benefits to Plaintiff for a loss covered under Defendant's policy of insurance.

WHEREFORE, Plaintiff demands judgment against Defendant in an amount not in excess of \$50,000.00 together with interest and costs.

CLAIMS WORLDWIDE, LLC

BY: 

STEVEN C. FEINSTEIN, ESQUIRE
Attorney for Plaintiff

Date: October 7, 2015

EXHIBIT "A"



Report Date: 8/30/2014

File No. 14216

Contractor	Address	FAX		
Property Owner	Address	Office	Home	FAX
Melody Davis	2216 Logan Street Camp Hill, PA 17011		(518) 915-1440	
Building Address	2216 Logan Street Camp Hill, PA 17011			

Building

Miscellaneous

Operation	Qty	Unit	Description	Cost	Extension
Charge	1		Final construction clean-up, minimum	425.00	425.00
Fee	1	EA	Dumpster, 10 cy, rental per week	450.00	450.00
Treat	1	SF	Germicide and mildewcide treatment, germicide	120.00	120.00
Minimum	1	EA	Water extraction work minimum, Standard	280.75	280.75

Note: by insured

Miscellaneous Totals: 1,275.75

Bedroom

Floor 22 SY Wall 412 SF Ceiling 198 SF Floor Perim. 57.5 FT Ceiling Perim. 57.5 FT

Room-standard-1 Length 13.00 FT, Width 12.75 FT, Height 8.00 FT
Offset-standard-1 Width 10.75 FT, Depth 3.00 FT, Height 0.00 FT, Qty of Offsets 1

Operation	Qty	Unit	Description	Cost	Extension
Minimum	1	EA	Move and cover room contents, average	141.00	141.00
Mask	1	EA	Mask room, large	43.86	43.86
Note: floors					
Rem & Reinstall	1	EA	Ceiling fan with light, standard grade	110.41	110.41
Remove	198	SF	Blown mineral wool insulation, R30 (10" deep)	0.55	108.90
Replace	198	SF	Blown mineral wool insulation, R30 (10" deep)	1.96	388.08
Note: ceiling					
Remove	1	SF	Acoustical plaster, Three coats on painted metal lath, on ceiling	553.85	553.85
Replace	1	SF	Acoustical plaster, Three coats on painted metal lath, on ceiling	3,046.15	3,046.15
Paint	610	SF	Drywall or Plaster, 2 coats	0.90	549.00
Paint	1	LF	Door, Panel, 2 coats	54.00	54.00
Remove	57.5	LF	Base Molding, Pattern base, 5", finger-joint pine	0.74	42.55
Replace	57.5	LF	Base Molding, Pattern base, 5", finger-joint pine	4.59	263.92
Remove	57.5	LF	Cove, 1", paint-grade pine	0.27	15.52
Replace	59.8	LF	Cove, 1", paint-grade pine	2.29	136.94
Paint	117	LF	Wood trim, simple design, 2 coats	1.32	154.44
Remove	198	SF	Plank flooring, Red oak, #1 common grade	0.47	93.06
Replace	198	SF	Plank flooring, Red oak, #1 common grade	11.99	2,374.02

Bedroom Totals: 8,075.70

Subtotal 9,351.45

Overhead 935.15

Profit 935.15

Building Total: 11,221.75



Report Date: 8/30/2014

File No. 14216

Loss of Rent / Income

Miscellaneous

Operation	Qty	Unit	Description	Cost	Extension
Charge	1	LF	Loss of Rent / Income, minimum	0.00	0.00
Note: specific dates and time span yet to be determined					

Miscellaneous Totals: 0.00

Loss of Rent / Income Total: 0.00

Estimate based upon scope and discussion with Insured at initial inspection regarding damages. This estimate may be subject to additions or deletions after inspection with Insurance Company. In some instances damages may worsen or be alleviated due to drying. Some items include, i.e. roofing, siding, painting, flooring includes areas of continuation due to matching or non availability of items. Carpet and or carpet pad replacement may be included due to grey or black water exposure. Any remediation bills attached to this estimate may be paid direct to the service provider. Any discrepancies with any attached bills should be directed to the contractor. If containment barriers are included in this estimate it is based upon EPA guidelines for lead containment, safety barriers and removal.